

REMARKS

In the office action dated June 30, 2005, the examiner rejected claims 4 and 7-9 as being anticipated by Denison et al. (U.S. Patent No. 4,557,332). The applicants respectfully disagree with the examiner's rejections and request reconsideration in view of the arguments and amendments made herein.

Claims 4 and 7-9 each contain the limitation of having an **inflatable** buoyancy module. The examiner states that Denison et al. discloses a method for adding upward force to a marine riser comprising adding at least one buoyancy module 15, 15A to a marine riser and inflating the buoyancy module with a buoyant medium. However, Denison et al. does not teach using inflatable buoyancy modules. Denison et al. teaches using **rigid** buoyancy chambers 15, 15A. The buoyancy chambers are clearly illustrated as rigid vessels in Figures 2-5. Although the buoyancy chambers disclosed in Denison et al. can be filled by pressurized air to displace water, or ballasted by venting air and flooding with water, the buoyancy chambers are not inflatable. Webster's Third New International Dictionary defines *inflate* as "to swell or distend with air or gas" and *distend* as "to extend..., lengthen out, to stretch out or extend in more than one direction, to enlarge from internal pressure." Merriam-Webster Inc., Webster's Third New International Dictionary of the English Language Unabridged (2002). The American Heritage Dictionary similarly defines inflate. Houghton Mifflin Company, American Heritage Dictionary (2d coll. ed. 1985). Clearly, Denison et al. does not disclose the claimed invention. The rigid buoyancy chambers 15, 15A do not swell, stretch or change size by the introduction of pressurized air. Even Denison et al. eschews the use of the term "inflate" in describing the buoyancy chambers, correctly describing the method as "adding," "decreasing," or "removing" buoyancy. U.S. 4,557,332 col. 6 ll. 32-43. In fact, the term "inflate" is used only once in Denison et al. in a general reference to the prior art;

Denison et al. discloses no structure nor means for “inflating” the buoyancy chambers. *Id.* at col. 1 ll. 57-62.

The present invention, on the other hand, clearly requires inflation. The buoyancy modules have a “fabricated pressure-tight expandable and contractible envelope composed of rubber or rubber-like material.” Page 3, ll. 6-8. Further, the buoyancy modules have a deflated condition having a small contracted size which allows the modules to pass through a small deck opening. After passing though the deck opening, the modules are attached to the riser and inflated. Page 4 ll. 10-12 and page 5 ll. 4-7.

The applicants responded to an earlier rejection of claims 4 and 7-9 as anticipated by Fischer et al. (U.S. Patent No. 4,099,560) with the same argument. The argument was evidently persuasive to the examiner, as the examiner failed to state that the argument was unpersuasive or answer the substance of the arguments per MPEP 707.07(f), failed to maintain the rejection as to claims 4 and 7-9 per MPEP 707.07(e), and opted instead to reject claims 4 and 7-9 as anticipated by what the examiner believed to be new prior art (U.S. Patent No. 6,257,337 issued to Wells) in an office action dated August 11, 2004. Notwithstanding the examiner’s implicit agreement with this argument and without waiver of the doctrine of equivalents, claims 4 and 7-9 are amended herein to more clearly incorporate in the claim limitations the ordinary meaning of “inflatable” as argued herein. Claims 4 and 7-9 are amended to characterize the inflated condition of the buoyancy module as distended compared to that of the deflated condition. Although already implicit in the claims due to the term inflatable, this added distinction more clearly requires the external dimensions of the buoyancy module to increase when the buoyancy module is inflated. Clearly, Denison et al. does not disclose the invention of claims 4 and 7-9. The applicants respectfully ask the examiner to reconsider the present rejections of claims 4 and 7-9.

Furthermore, the examiner rejected claims 7-9 as being anticipated by Denison et al., stating that Denison et al. discloses selective inflating of buoyancy modules. Notwithstanding the inability of Denison's buoyancy chambers to inflate, Denison et al. does not teach selective filling of the buoyancy chambers. Denison et al. discloses no structure nor means for selective filling of the buoyancy chambers, and the term "selective" is used only once with buoyancy chambers in a general reference to the prior art. It is apparent that Denison et al. uses the term "selectively" to indicate collectively filling each of a plurality of chambers with a selectable amount of gas, not selectively, i.e. independently, filling buoyancy chambers. The present invention, however, discloses and claims selectively inflating buoyancy modules as clearly presented in claims 7-8, wherein only selective chambers are inflated. Claim 9 requires inflation of the buoyancy modules using an inflation control system for selectively inflating the modules; such a control system is not disclosed by Denison et al..

In Summary, claims 3-25 are pending in the application. Claims 3, 5, 6, and 10-25 stand allowed. Claims 4 and 7-9 are not anticipated by Denison et al. Allowance of claims 4 and 7-9 in view of the arguments and amendments herein and passage to issue is requested.

Respectfully submitted,



Brett T. Cooke
Reg. No. 55,836

Andrews & Kurth L.L.P.
600 Travis, Suite 4200
Houston, Texas 77002
713/220-3813 (office)
713/238-4285 (facsimile)
Customer No. 23,444

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